

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

**UNITED STATES OF AMERICA f/u/b/o
LACH TILE & MARBLE, INC.**

Plaintiff

v.

**HARTFORD ACCIDENT AND
INDEMNITY CO.**

Defendant

CIVIL NO. JKB-13-3638

* * * * *

MEMORANDUM AND ORDER

The Defendant has moved the Court to dismiss or stay proceedings pending the outcome of “mandatory arbitration”. (See ECF No. 5) The Plaintiff opposes the motion (See ECF No. 8).

The Defendant contends that arbitration of the claim against it is mandated by the terms of the contract entered into between Plaintiff and a non-party, JWA. The Plaintiff argues that there is no evidence, legal principle or even a properly drawn allegation upon which to base a conclusion that an arbitration agreement between the Plaintiff and JWA creates an obligation for the Plaintiff to arbitrate the instant claim against the Defendant. The Court notes that the Defendant has failed to file a reply.

The Court is not persuaded that the Plaintiff is bound to arbitrate the instant claim by virtue of the arbitration agreement existing between Plaintiff and non-party JWA. Accordingly, the motion (ECF No. 5) is DENIED.

DATED this 14th day of March, 2013.

BY THE COURT:

/s/
James K. Bredar
United States District Judge